

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

FILED

2013 JUL 25 A 10:39

ROGER WILLIAMS MEDICAL CENTER

v.

JOSEPH E. NOONAN, JR., M.D.

U.S. DISTRICT COURT
DISTRICT OF RHODE ISLAND
C.A. No. 13-

CA 13- 558M

COMPLAINT

COUNT I – Breach of Contract

1. Plaintiff Roger Williams Medical Center (“RWMC”) is a duly organized and existing non-profit corporation under the laws of the State of Rhode Island, having a principal place of business at 825 Chalkstone Avenue, Providence, Rhode Island

2. Upon information and belief, Defendant Joseph E. Noonan, Jr. M.D. is a resident of Connecticut.

3. Jurisdiction is proper pursuant to 28 U.S.C. §1332 in that there is diversity and the amount in controversy exceeds \$75,000.

4. On or about April 1, 2010, Defendant executed a Physician Recruitment and Loan Agreement (“Agreement”) and a guaranty contained in a Promissory Note (“Note”).

5. The Agreement provides that Defendant would conduct business on a full time basis at a designated location in Rhode Island and that Plaintiff would provide certain financial assistance to Defendant, which was secured by the Note.

6. The financial assistance included loan advances.

7. As of December 2012, Defendant had moved his medical practice to Connecticut.

8. On or about February 25, 2013, Plaintiff demanded the payment of \$155,847.04 that had been advanced.

9. Pursuant to the terms of the Note, Defendant also guaranteed the obligations of J.E. Noonan, Jr., M.D., Inc. ("Noonan Corporation"). The Noonan Corporation is a defunct entity that failed to repay the monies owed.

10. Defendant has breached the terms of the Note and the guaranty contained in the Note by failing or refusing to pay Plaintiff despite Plaintiff's written demand.

11. As a direct and proximate result of Defendant's breach, Plaintiff has been damaged.

COUNT II – Unjust Enrichment

12. Plaintiff incorporates paragraphs 1-11.

13. Plaintiff conferred a benefit upon Defendant by virtue of the advances made to Defendant.

14. Defendant retained and appreciated this benefit.

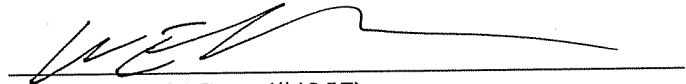
15. Under the circumstances, it would be inequitable and unjust for Defendant to retain this benefit without repaying Plaintiff.

WHEREFORE, Plaintiff demands that it be awarded damages, attorneys' fees, costs and statutory interest.

Respectfully submitted,

ROGER WILLIAMS MEDICAL CENTER

By its Attorneys,

A handwritten signature in black ink, appearing to read 'WEG', is written over a horizontal line.

William E. O'Gara (#4257)
PANNONE LOPES DEVEREAUX & WEST LLC
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
(401) 824-5123 (fax)
wogara@pldw.com

Dated: July 22, 2013